

**STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND, AND WATER**

**FINAL FINDING AND DECISION**

of a

Land Offering in the Unorganized Borough  
**Silverbow Creek Remote Recreational Cabin Sites – ADL 420295**  
Public Access Easements for trails, ADL 421305, 421306, and 421307  
Public Access Easements for driveways  
AS 38.05.035(e), AS 38.05.045, AS 38.05.600, AS 38.05.850

and its

**RELATED ACTION:**

**Mineral Order 1197 (Closing)**  
AS 38.05.185 and AS 38.05.300

This Final Finding and Decision (FFD) complements and updates the Preliminary Decision (PD) dated December 10, 2019. The PD and related action have had the required public review. The PD is attached.

**I. Recommended Actions**

The State of Alaska, Department of Natural Resources (DNR), Division of Mining, Land, and Water (DMLW), Land Conveyances Section (LCS) recommends offering for sale State-owned land for private ownership within the Silverbow Creek project area (ADL 420295), as described in the PD.

For the purposes of providing land for settlement, DNR proposes to sell land within the Silverbow Creek Remote Recreational Cabin Sites (RRCS) project area. To offer these lands for sale, if approved and deemed feasible, DNR may offer authorizations to stake up to 30 parcels ranging from 5 to 20 acres in this project area, for a maximum of 600 acres sold through this offering under AS 38.05.600 *Remote Recreational Cabin Sites*. Authorizations will be awarded by drawing. When so authorized, entrants may stake a parcel within a defined staking area, lease the staked parcel during the survey, platting, and appraisal process, and convert the lease to a sale at a purchase price established by the appraised value, plus associated fees. Although the total disposal authorized under this proposal will not exceed the stated maximums, the development and offering of the project area may be completed in multiple stages. This project area is located within the Unorganized Borough and therefore survey, platting, and access to and within the project area will be subject to the relevant subdivision standards.

DNR DMLW recommends authorizing issuance of public access easements ADL 421305, 421306, and 421307 for existing trails within the Silverbow Creek RRCS project area, 60 feet in width, as described in the PD and modified below in the section **Modifications to Decision and/or Additional Information**. Draft versions of these easements are provided as attachments:

- *Attachment B*: Draft easement for ADL 421305;
- *Attachment C*: Draft easement for ADL 421306; and
- *Attachment D*: Draft easement for ADL 421307.

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DNR DMLW recommends authorizing issuance of public access easements up to 60 feet wide from the Elliott Highway to parcels within the Silverbow Creek RRCS project area, as described in the PD and modified below in the section **Modifications to Decision and/or Additional Information**, whereby a lessee or landowner within the project area may submit to DNR DMLW an easement application consistent with terms and conditions listed in *Attachment E: Example Easement for Driveways*.

There is a related action with this proposal:

Mineral Order: DNR DMLW proposes to close the project area to new mineral entry through Mineral Order (MO) 1197.

Public notice for the Mineral Order, a related action, was conducted concurrently with the notice for the primary action's PD.

## II. Authority

DNR has the authority under *AS 38.05.600 Remote Recreational Cabin Sites* and *AS 38.05.045 Generally* to sell State-owned land if, on preparation and issuance of a written finding, it is determined to be in the best interest of the State, as required by *AS 38.05.035(e) Powers and Duties of the Director*. Article VIII, Section 1, of the Constitution of the State of Alaska states "It is the policy of the State to encourage the settlement of its land and the development of its resources by making them available for maximum use consistent with the public interest." In addition to *AS 38.05.600 Remote Recreational Cabin Sites*, *11 AAC 67.805 Designating Areas for Remote Recreational Cabin Sites*, and *11 AAC 67.815 Offering Remote Recreational Cabin Sites* apply. *AS 38.05.850 Permits* allow for easements on State land.

For the related action, *AS 38.05.300 Classification of Land* and *AS 38.05.185 Generally* allow for mineral orders.

## III. Public Participation and Input

All State requirements for public notice and public comment input have been met as covered in detail in **Section V. Summary of Public Notice and Comments**. Further information may lead to alterations of design of this project within the parameters set forth through this decision. Once approved, final survey will be completed by an Alaska licensed surveyor.

Within an organized borough or local platting authority, platting ordinances typically provide for an additional opportunity for review and comment on proposed platting actions. The scope of such a review is limited and specific to review of the project's adherence to the local platting ordinance, and is the sole prerogative of a political subdivision of the State which establishes platting authority and the applicable ordinances governing such actions. The Silverbow Creek RRCS project is within the Unorganized Borough and outside of any local platting authority.

DMLW conducted a Public Scoping Meeting in Manley Hot Springs on March 29, 2018 to gather information about the Silverbow Creek RRCS project. DMLW also met with representatives from the Native Village corporations or tribal councils of Minto, Manley Hot Springs, and Rampart in

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2017 and 2018 about the Silverbow Creek RRCS project prior to issuing the PD, as described in the background section of the PD.

As discussed in the PD, the general input received at the Public Scoping Meeting was to preserve existing trails and associated uses of State land within and near the project area. These comments have been incorporated into the design of this proposal.

## **IV. Traditional Use Findings**

In accordance with *AS 38.05.830 Land Disposal in the Unorganized Borough*, a traditional use finding is required for project areas within the Unorganized Borough. This project area is within the Unorganized Borough. As discussed in the PD, there would be an increase in the density of the population in the area. There are no anticipated significant changes to traditional uses of the land and resources of this area as a result of the proposed action, other than a possible increase in the various traditional activities by new private-property owners, and/or a possible decrease in the various traditional activities by others due to the presence of additional private property. The PD and the **Modifications to Decision and/or Additional Information** section below describe the steps taken to reduce impacts to existing resources users. No significant conflicts with traditional uses of the land have been discovered. Public review brought forth more detailed information on contemporary uses of the land, but no new information indicating traditional use conflicts that were not apparent at the PD stage.

## **V. Summary of Public Notice and Comments**

Pursuant to *AS 38.05.945* Notice, public notice inviting comment appeared on the State of Alaska Online Public Notices website at <https://aws.state.ak.us/OnlinePublicNotices/> and was posted on the DNR DMLW LCS website at [http://dnr.alaska.gov/mlw/landsale/public\\_notice/](http://dnr.alaska.gov/mlw/landsale/public_notice/) for the entire public notice period.

Notification and decision copies were sent directly to area State legislators and to multiple State agencies. Public notice was sent to other interested entities including landowners in the vicinity of the offering; additionally, parties were notified via the DNR Land Sales subscribers lists by email. Information was posted to Twitter and Facebook. Notices were mailed to the Doyon Regional Corporation per *AS 38.05.945(c)(2)-(3)* and to the Baan-O-Yeel Kon Corporation, Rampart Traditional Council, Seth-De-Ya-Ah Village Corporation, Native Village of Minto, Manley Hot Springs Traditional Council, Bean Ridge Corporation, Manley Hot Springs Community Association, and Tanana Chiefs Conference. Additionally, notices and a request to post were sent to postmasters in the vicinity of the offering.

The public notice stated that written comments were to be received by 5:00PM, January 23, 2020 in order to ensure consideration and eligibility to appeal. For more information, refer to the Preliminary Decision.

DNR DMLW LCS received comments from three individuals, Baan-O-Yeel Kon Corporation, Tanana Chiefs Conference, and a statement of non-objection from the State of Alaska, Department of Natural Resources, Division of Parks and Outdoor Recreation. All comments received during the public comment period are summarized below.

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Comment from an Individual: An individual who owns land near the project area noted that there are several properties accessed from the Elliott Highway, Eureka Road, and Tofty Road for sale: seven near the project area, at least seven that were developed but now abandoned, 10 properties in the Manley Hot Springs vicinity, and several Cascaden Subdivision parcels still available in DNR's over-the-counter sales. Therefore it appears that there are many options already available for those interested in purchasing land in the overall area without opening up more unspoiled land for development.

DNR DMLW LCS Response: It is true that the Silverbow Creek RRCS land offering would not be the only venue for interested parties to purchase land accessed from the Elliott Highway. However, the few dozen properties you describe are within the span of at least 85 road miles, representing a large area within Interior Alaska. Furthermore, the RRCS program provides Alaska residents with a unique opportunity to stake a parcel of their choosing, an opportunity not otherwise afforded in the real estate market.

Comment from an Individual: The Silverbow project area is in the middle of a moose migration route, and the Hutlitakwa Creek valley is a spring moose calving area. The project area is a wild and natural area with limited access, therefore is great habitat area for wildlife.

DNR DMLW LCS Response: Thanks for sharing your local knowledge of the area. DNR Land Conveyances consulted with the Alaska Department of Fish & Game (ADF&G) about this information. ADF&G replies that you may be correct that the creek valley is a travel corridor for migrating moose, but they do not have any data that supports that this land offering would be detrimental to the moose population.

Comment from an Individual: One commenter expressed a preference for the State to retain ownership of the project area, but if the land offering proceeds, the commenter recommended removing Section 13 in the northeast corner of the project area because it splits the access to their property.

DNR DMLW LCS Response: As part of any RRCS land offering, DNR preserves access across State land that is in use at the time of staking. For the Silverbow RRCS proposal, DNR is proposing to protect access by authorizing 60-foot public access easements for the three primary trails that cross through the project area, including the short trail within Section 13 (proposed easement ADL 421307). Therefore, existing access through the project area would be preserved.

Comment from an Individual: One commenter asked who would be responsible for the survey of the material site located on the project area northern boundary. According to existing plats, the material site appears to be mostly within the Elliott Highway right of way, but the boundary does not appear to be surveyed.

DNR DMLW LCS Response: Thank you for your inquiry. Typically material site locations are not surveyed, but are described by a "metes and bounds" approach that DNR Land Conveyances can use to guide stakers and to serve as a basis for the subsequent survey of parcels. Maps provided to authorized stakers will approximate the location of the material site. If any parcels are staked in the vicinity of the 300-foot staking setback from the material site, the project surveyor will locate the boundaries of the material site as appropriate to refine the final boundaries of staked parcels.

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Comment from an Individual: An individual who owns land near the Silverbow RRCS project area opposes the proposal due to the presence of trap lines and mushing trails. The mushers and trappers that established the trails have maintained them for decades, which is a labor-intensive investment. Allowing the proposed land offering would cause a major conflict of trail usage. If DNR proceeds with the proposed land offering, the individual recommended removing the portion of the project area east of Hutlitakwa Creek due to the trap line trails in that area.

DNR DMLW LCS Response: To achieve its purpose in making land available for settlement, DNR Land Conveyances considers the preferences of those that have benefited from prior State land sales and developed access across State land. But these considerations do not extend to excluding others from accessing public land or benefiting from future State land sales.

DNR Land Conveyances appreciates the detailed information you have shared in discussions about the trails, terrain, and land uses within and nearby the Silverbow project area. Consistent with the modifications to the project area boundaries between 2017 and 2019 described in the Preliminary Decision background section, DNR Land Conveyances will remove the portions of the project area east of Hutlitakwa Creek (see the **Modifications to Decision and/or Additional Information** section below).

Comment from Baan-O-Yeel Kon (BOYK) Corporation: Shareholders of BOYK have a traditional and cultural connection with their lands, including the project area. Rampart, Manley Hot Springs, and Minto residents are concerned about impacts to the traditional and cultural use of the area. The proposed land offering is in the middle of three Native Corporation lands with high potential for cultural degradation and conflict.

DNR DMLW LCS Response: DNR considers the traditional use of land in the design of our proposals, but to do so we need information to help guide our decision making. To further clarify, DNR is only proposing actions on State-owned land. Please note that DNR Land Conveyances has modified the Silverbow RRCS proposal over the past few years based on input from these three communities and the public. Some of the modifications have been to reduce the project area size and to reduce the maximum number of parcels to be allowed.

Comment from BOYK: Rampart had funding to complete the road to Rampart, but it hasn't been finished, causing complications for the village and the extra costs to the State. Presumably this project would be addressed ahead of other State programs.

DNR DMLW LCS Response: DNR Land Conveyances can understand that an incomplete road project is complicating and frustrating. However, the proposed Silverbow RRCS land offering is accessed from the Elliott Highway directly and is not related to the road connecting to Rampart.

Comment from BOYK: BOYK needs clarity on State proposals affecting its lands, and the Silverbow RRCS proposal lacks clarity.

DNR DMLW LCS Response: If BOYK has further questions about the proposal, DNR Land Conveyances is open to continued discussion.

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Comment from BOYK: It is not possible in the winter to access the land to identify alternatives, and it is difficult during winter to meet with stakeholders and shareholders in the region. Having the public comment period over the holiday period hinders the effectiveness of communication with individuals and organizations.

DNR DMLW LCS Response: It is important to DNR to meet or exceed our requirements for public notice. We achieved that for the Silverbow RRCS proposal by holding the public comment period over 42 days, not including holidays, which is greater than the minimum requirement of 30 days. Additionally, this is a modified proposal from the original version released in early 2017. DNR Land Conveyances has organized or participated in several meetings with the nearby communities throughout 2017 and 2018, as described in the Preliminary Decision signed on December 10, 2019. Even though the official comment period is over, DNR Land Conveyances remains open to discussion about the Silverbow RRCS proposal, as details governing the potential land offering can still be modified between the completion of this decision process and the land offering it authorizes.

Comment from BOYK: The Silverbow proposal could generate a dramatic increase of part or full-time residents, including those without a historical/cultural connection with the lands.

DNR DMLW LCS Response: DNR Land Conveyances does not anticipate the proposed land offering creating a dramatic increase in full-time residents. If there is an unmet demand for privately-owned land off the Elliott Highway between Manley Hot Spring and Minto for full-time residents, DNR welcomes input as to the best way to meet that demand, as appropriate. It is likely that the Silverbow RRCS land offering would create some new development focused on recreational uses of the project area and vicinity. State land is offered to all Alaska residents, and DNR cannot screen individuals interested in such opportunities based on their historical or cultural connection to the land.

Comment from BOYK: BOYK is also concerned about increased vehicle traffic and strain on already limited local resources to maintain the road and provide for public safety.

DNR DMLW LCS Response: DNR Land Conveyances does not anticipate the land offering creating significant changes to vehicle traffic on the Elliott Highway or public safety demands.

Comment from BOYK: The proposal does not provide sufficient information about subdivision standards, the potential for additional land offerings, restrictions on the use of land offered (such as commercial uses and timber harvests), concerns from ADF&G, handling of input from stakeholders and village corporations, and consultation strategies with villages and village corporations.

DNR DMLW LCS Response: DNR Land Conveyances welcomes specific questions on these topics, but the proposal already speaks to several of them and provides all the information required to authorize the land offering.

Comment from BOYK: BOYK has already opposed this proposal and wanted to engage DNR about alternative land offering areas farther from Manley Hot Springs, Minto, and Rampart to reduce land and resource conflicts.

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DNR DMLW LCS Response: As described in the PD and earlier in this document, DNR Land Conveyances met with local village representatives, including BOYK, and made changes to the original proposal to help mitigate some of the concerns. DNR Land Conveyances remains open to discussion on how to reduce land and resource conflicts related to land offerings, but declines to end the Silverbow Creek RRCS proposal as the only means to mitigate conflicts.

Comment from BOYK: BOYK urges the State to adopt the subdivision model of the Cascaden Subdivision to ensure planned access to parcels and to protect the environment.

DNR DMLW LCS Response: DNR Land Conveyances appreciates the suggestion for a different land offering method. Subdivisions typically create more parcels than a RRCS land offering. For example, the Cascaden Subdivision has 96 parcels compared to the maximum of 30 proposed for the Silverbow Creek RRCS land offering. Other State subdivisions accessed from the Elliott Highway are larger (107 parcels in the Tatalina Subdivision, 97 parcels in the Olnes East Subdivision, 228 in the Haystack Subdivision). While a subdivision would be more compact relative to the Silverbow project area and would consolidate access corridors, a subdivision land offering would produce more of the impacts that BOYK expressed concern about in other comments: potential for more part or full-residents, more traffic on the Elliott Highway, etc.

Based on DNR's experience with other RRCS staking areas, most parcels tend to be staked near easy points of access. In the case of Silverbow, we anticipate these to be near the Elliott Highway and adjacent to primary trails. Accordingly, DNR proposes to authorize the issuance of driveway easements to facilitate access from the highway, to authorize the issuance of public access easements along the existing main trails, and to create staking setbacks from the main trails to protect existing access corridors. While this is not as fixed and certain as a subdivision approach, it will provide planned access for the majority of the parcels to be staked in the Silverbow Creek RRCS project area.

Comment from BOYK: BOYK urges the State to meet with residents of Rampart, Manley Hot Springs, and Minto and board designated directors of their village corporations to identify and consider alternative uses of the Silverbow Creek area.

DNR DMLW LCS Response: DNR Land Conveyances has met with several representatives from Manley Hot Springs, Rampart, and Minto between 2017 and 2020 specifically about the Silverbow RRCS proposal. Input received during these meetings and from the public helped inform DNR about the Silverbow RRCS project area, which helped in the refinements of the proposal.

Comment from BOYK: BOYK suggests land offering rules that would provide a right-of-first refusal to village corporation shareholders and Alaska Native veterans under Section 1119 of the John D. Dingell, Jr. Conservation, Management, and Recreation Act (Dingell Act).

DNR DMLW LCS Response: The RRCS program allows only Alaska residents to apply for staking authorizations, however, DNR is not authorized to provide the right-of-first refusal to specific residents under the RRCS program. According to the US Bureau of Land Management, the Dingell Act will allow eligible Alaska Native veterans to apply for certain types of federal land, not land already conveyed to the State.

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Comment from BOYK: BOYK objects to unilateral changes in the proposal alluded to by DNR. BOYK expects the State to commit to not making such changes without additional communication with BOYK, other village corporations, and residents.

DNR DMLW LCS Response: DNR Land Conveyances is required to follow the public notice process that we used for the Silverbow Creek RRCS for any new proposal, such as a land offering or creating an easement. The Preliminary Decision referenced changes from the original 2017 proposal, which were all changes to minimize the impact of the proposed offering or mitigate specific issues. As noted in the PD, any significant changes to the proposal will require additional public notice. However, reducing the amount of land offered and making minor changes, such as adding additional restrictions or reservations to mitigate potential impacts, will not be considered significant changes requiring additional public notice.

There are statements in the PD document pertaining to fixing errors (“DNR reserves the right to waive technical defects in this notice”) or removing portions of the project area from staking (“Additional adjustments may be made up to or throughout the staking period, as needed to reserve areas for public use, minimize conflicts between uses...”). Please clarify if there are specific concerns that DNR Land Conveyances can address.

Comment from Tanana Chiefs Conference (TCC): TCC relayed input from the Chief of the Native Village of Minto. The Chief is concerned about encroachment of the contemporary land use area of local residents and the traditional land domain of the Minto people. TCC stated that there are no Alaska Native Corporation lands or Native Allotments directly affected by the proposed land offering, but there may be perceived secondary effects by local residents.

DNR DMLW LCS Response: DNR Land Conveyances appreciates TCC sharing its input and the input it has received on the Silverbow Creek RRCS proposal. Please refer to the first BOYK comment and response above in regard to traditional land use.

Comment from TCC: TCC recommends that, prior to issuing a final decision, DNR contact the organizations again to ensure they are informed about the project and that local residents can participate in the land offering.

DNR DMLW LCS Response: DNR is required to inform commenters on the Preliminary Decision of the issuance of a Final Finding and Decision. In this case, we will also inform other Native Village corporations and organizations that participated in the prior discussions, whether or not they commented on the Preliminary Decision.

## **VI. Modifications to Decision and/or Additional Information**

Pursuant to public input about the environment near Hutilitakwa Creek and the land uses to the southeast of the project area, the recommended action has been modified from the original proposed actions described in the Preliminary Decision to remove the portion of the project area east of Hutilitakwa Creek. This change is intended to:

- Reduce potential damage to riparian environments from stakers attempting to access small, discontinuous portions of the project area.

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- Reduce land use conflicts with existing trail users by providing more separation between potential parcels and trails south of the project area.

This modification changes the project area legal description to:

Township 3 North, Range 12 West, Fairbanks Meridian,

Section 2, that portion northerly of Hutlitakwa Creek;

Section 3, that portion of the N½ westerly of Hutlitakwa Creek and that portion of the S½ easterly of an unnamed trail and westerly of Hutlitakwa Creek; and

Sections 4 – 6, N½.

Township 3 North, Range 13 West, Fairbanks Meridian,

Section 1, N½.

Township 4 North, Range 12 West, Fairbanks Meridian,

Sections 12, 13 and 14, those portions located southerly of the Elliott Highway;

Section 15, that portion located southerly of the Elliott Highway and excluding Material Site ADL 419657;

Sections 16, 17, 19, and 20, those portions located southerly of the Elliott Highway;

Sections 21 – 34, all; and

Sections 35 and 36, those portions northerly of Hutlitakwa Creek.

Township 4 North, Range 13 West, Fairbanks Meridian,

Section 24, that portion located southerly of the Elliott Highway; and

Sections 25 and 36, all.

Encompassing approximately 16,100 acres, within the Manley Hot Springs Recording District, Alaska.

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To provide long-term legal access, the easement type for driveways within the Silverbow Creek RRCS project area have been modified from the original proposed actions described in the Preliminary Decision to be public access easements only, whereas the PD had stated that the easements may be public or private easements.

The public access easements for trails within and beyond the Silverbow Creek RRCS project area have been modified from the original proposed actions described in the PD to remove the portions that extend beyond the southern and eastern project area boundaries. This modification changes the easement descriptions to the following:

### *ADL 421307:*

- Starting from the easterly boundary of the Elliott Highway right of way (ROW) at approximately highway milepost 121;
- heading southeasterly through the Silverbow Creek RRCS project area (ADL 420295) within Section 13, Township 4N, Range 12 W; and
- ending at the eastern boundary of ADL 420295 along the eastern section line of Section 13, Township 4N, Range 12 W, Fairbanks Meridian, for an approximate length of 3,400 feet.

### *ADL 421306:*

- Starting from the southerly boundary of the Elliott Highway ROW at approximately highway milepost 123.5;
- heading southerly through the Silverbow Creek RRCS project area (ADL 420295) within Sections 15, 22, 27, 28, 33, and 34 of Township 4N, Range 12W and Section 3 of Township 3N, Range 12 W; and
- ending at the southerly boundary of ADL 420295 along the southern section line of Section 3, Township 3N, Range 12W, Fairbanks Meridian, for an approximate length of 5 miles.

### *ADL 421305:*

- Starting from the southerly boundary of the Elliott Highway ROW at approximate highway milepost 128.8;
- heading southeasterly within Sections 23 and 26 of Township 4N, Range 13W;
- heading southerly through the Silverbow Creek RRCS project area (ADL 420295) within Sections 25 of Township 4N, Range 13W, Sections 30 and 31 of Township 4N, Range 12 W, and Section 6 of Township 3N, Range 12W; and
- ending at the southern boundary of ADL 420295 within Section 6, Township 3N, Range 12W, Fairbanks Meridian, for an approximate length of 4.25 miles.

DMLW proposes restricting motorized use of ADL 421305 during non-winter conditions. Based on current site conditions, including deep rutting and ponding of water observed during a September 2016 field inspection, motorized use during non-winter months will cause unacceptable impacts to long-term access along this route. However, it is possible for upgrades to occur to make this route suitable for year-round motorized access. Anyone wishing to further

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develop this route should contact the DNR Northern Region Office Lands Section with a development proposal. This type of upgrade may be authorized under this easement.

The modified project area and public access easements for trails are shown in the *Attachment A: Amended Vicinity Map*.

Recommendation and Approval of the Final Finding and Decision follow.

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**VII. Final Finding and Decision**

The Department recommends proceeding with the action as described in the Preliminary Decision and amended herein. This action is undertaken under relevant authorities. Offering these parcels for sale will help meet the State's goal to provide land for settlement for sale to the public and raise revenue for the State.

The findings presented above have been reviewed and considered. Public notice has been accomplished in accordance with *AS 38.05.945 Notice* and comments received were considered. The project file has been found to be complete and the requirements of all applicable statutes have been satisfied. The actions are consistent with constitutional and statutory intent for State-owned land and this action is undertaken under relevant authorities.

Under the authority of the applicable statutes, it is hereby found to be in the best interest of the State of Alaska to proceed with the recommended action(s) as described and referenced herein.

Signature on file

Recommended by: Timothy Shilling  
Natural Resource Manager  
Land Conveyances Section  
Division of Mining, Land, and Water  
Department of Natural Resources  
State of Alaska

8/10/2020

Date

Signature on file

Approved by: Martin W. Parsons  
Director  
Division of Mining, Land, and Water  
Department of Natural Resources  
State of Alaska

8/13/2020

Date

Signature on file

Approved by: Corri A. Feige  
Commissioner  
Department of Natural Resources  
State of Alaska

8/19/2020

Date

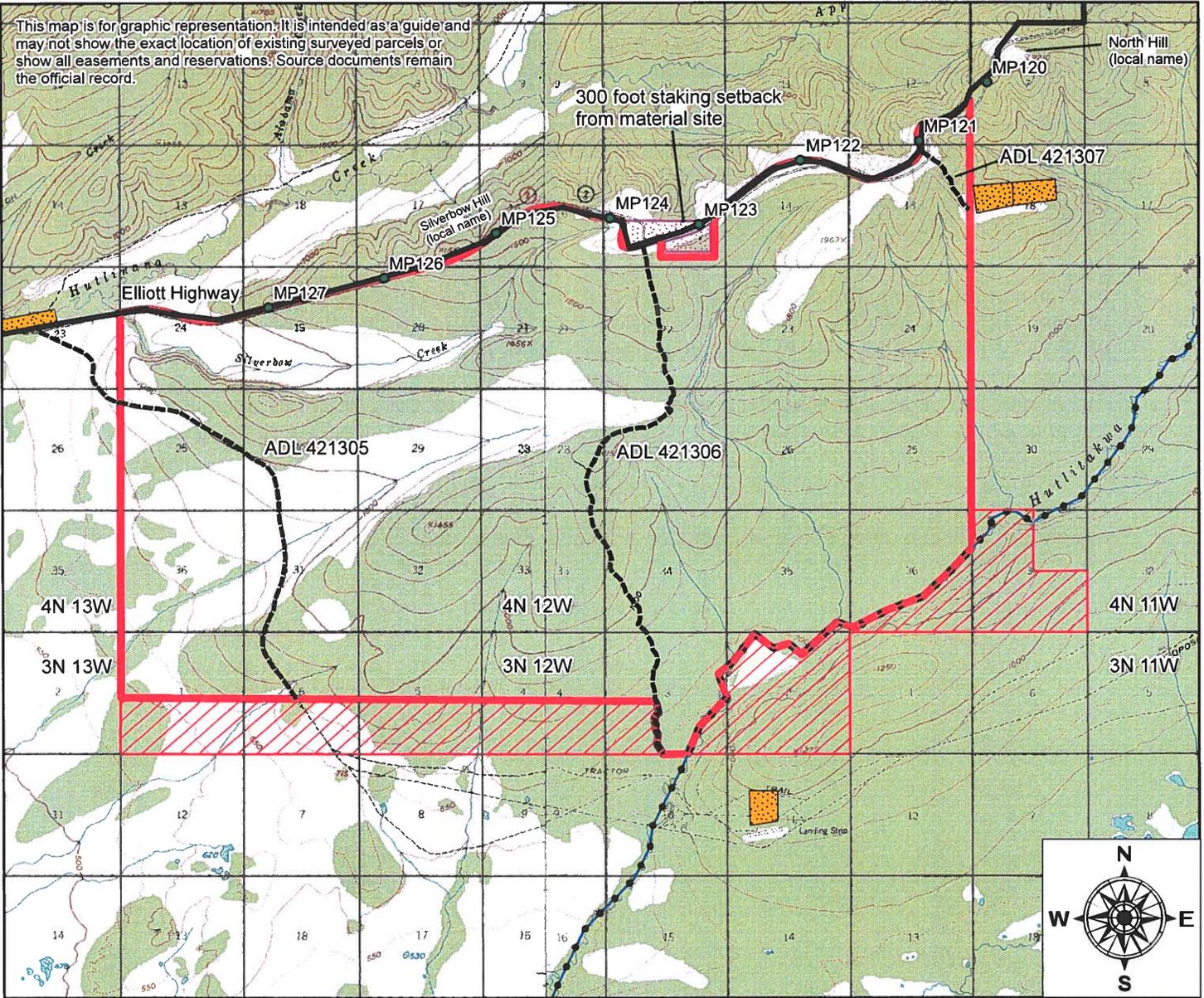
### **Reconsideration Provision**

A person affected by this decision who provided timely written comment or public hearing testimony on the preliminary decision may request reconsideration, in accordance with *11 AAC 02*. Any reconsideration request must be received within 20 calendar days after the date of "issuance" of this decision, as defined in *11 AAC 02.040(c) and (d)* and may be mailed or delivered to the Commissioner, Department of Natural Resources, 550 W. 7<sup>th</sup> Ave., Ste. 1400, Anchorage, Alaska 99501; faxed to 1-907-269-8918; or sent by electronic mail to [dnr.appeals@alaska.gov](mailto:dnr.appeals@alaska.gov). Under *11 AAC 02.030*, appeals and requests for reconsideration filed under *11 AAC 02* must be accompanied by the fee established in *11 AAC 05.160(d)(1)(F)*, which has been set at \$200 under the provisions of *11 AAC 05.160 (a) and (b)*.

If reconsideration is not requested by that date or if the commissioner does not order reconsideration on their own motion, this decision goes into effect as a final order and decision on the 31st calendar day after the date of issuance. Failure of the commissioner to act on a request for reconsideration within 30 calendar days after issuance of this decision is a denial of reconsideration and is a final administrative order and decision for purposes of an appeal to Superior Court. The decision may then be appealed to Superior Court within a further 30 days in accordance with the rules of the court, and to the extent permitted by applicable law. An eligible person must first request reconsideration of this decision in accordance with *11 AAC 02* before appealing this decision to Superior Court. A copy of *11 AAC 02* may be obtained from any regional information office of the Department of Natural Resources.



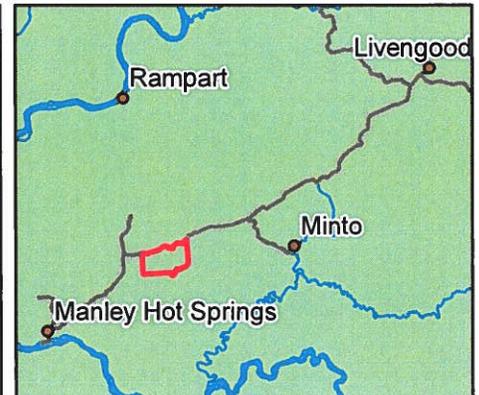
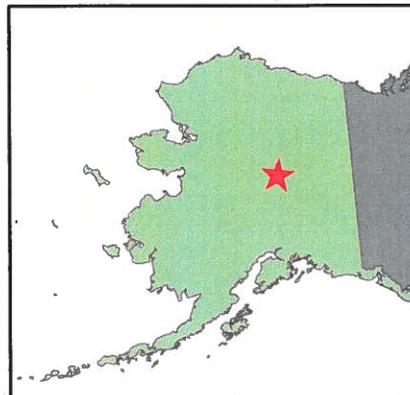
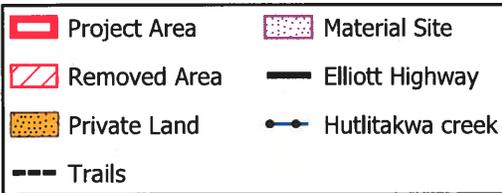
# Attachment A: Amended Vicinity Map Silverbow Creek RRCS, ADL 420295



CMC, May 20, 2020



T 3N, R 12W; T 3N, R 13W; T 4N, R 11W;  
T 4N, R 12W; T 4N, R 13W Fairbanks Meridian  
USGS QUAD 1:63,360 Tanana A-1, Livengood A-6



For more information:  
Colin Craven  
Department of Natural Resources  
Division of Mining, Land, and Water  
Land Sales Section  
907.451.2730  
colin.craven@alaska.gov

## Attachment B

STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER

ADL 421305  
Public Access Easement

This easement is granted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the State of Alaska, acting by and through the Department of Natural Resources, Division of Mining, Land and Water, whose address is 3700 Airport Way, Fairbanks, AK 99709, hereinafter referred to as the Grantor.

In accordance with the provisions of AS 38.05.850, and the rules and regulations promulgated thereunder, a public access easement is hereby granted in perpetuity and located near milepost 128.8 of the Elliot Highway. This easement is located in the Silverbow Remote Recreation Cabin Site Area, over and across the following described state lands:

Within Sections 23, 25, 26 of Township 4 North, Range 13 West, Fairbanks Meridian; Sections 30, 31 Township 4 North, Range 12 West, Fairbanks Meridian; and Section 6 of Township 3 North, Range 12 West. This easement is approximately 4.25 miles long, 60 feet wide, containing 35 acres, more or less. The easement is depicted on a diagram, included as "Attachment A" to this document.

This easement is subject to the terms and conditions contained herein.

The entry persons who may exercise the rights and privileges granted by this document shall comply with all regulations now in effect or as hereafter established by the Division of Mining, Land & Water, all other federal, state or local laws, regulations or ordinances applicable to the area herein granted.

In the event that the easement granted shall in any manner conflict with or overlap a previously granted easement the Grantor recognizes that the easement granted herein shall be used in such a manner as not to interfere with the peaceful use and enjoyment of the previously issued easement or right-of-way. The Grantor reserves the right to set or modify stipulations governing the use of the conflicting or overlapping area.

Any lands included in this easement that are conveyed from state ownership shall be subject to this easement.

This easement shall terminate at the end of the stated term, if any, when the Grantor determines that the easement is no longer in use for the purpose(s) authorized, or the easement is revoked as a result of violation of the terms and conditions contained herein. The State of Alaska shall be forever wholly absolved from any liability for damages that might result if this easement is terminated for any reason.

Now therefore, in accordance with the provisions of AS 38.05.850 and the rules and regulations promulgated thereunder and in accordance with the conditions heretofore set forth or attached hereto and made a part hereof, the Grantor hereby reserves the subject land for the public purposes(s) stated herein, provided that nothing in this grant obligates the Grantor to construct, operate or maintain said easement. It is the Grantor's intent that said easement be a public easement to be constructed, operated and maintained by the public acting through whatever means or agency may be available and authorized. In witness whereof, the Grantor has affixed their signature on the date(s) specified herein.

DRAFT

**GRANTOR**

\_\_\_\_\_  
Jeanne Proulx, Natural Resource Manager III  
Northern Regional Land Office, Division of Mining, Land and Water

STATE OF ALASKA            )  
  ) ss  
\_\_\_\_ Judicial District        )

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to be known and known by me to be the person named in and who executed said document and acknowledged voluntarily signing the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My commission expires with office

**OFFICIAL STATE BUSINESS, NO CHARGE**

**WHEN RECORDED, RETURN DOCUMENT TO:**

Department of Natural Resources  
Division of Mining, Land and Water  
3700 Airport Way  
Fairbanks, Alaska  
99709

## Stipulations

1. **Authorized Officer:** The Authorized Officer (AO) for the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is the Regional Manager or designee.
2. **Valid Existing Rights:** This authorization is subject to all valid existing rights and reservations in and to the authorized area. The State makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.
3. **Preference Right:** No preference right for subsequent authorizations is granted or implied by this authorization.
4. **Inspections:** The AO shall have reasonable access to the authorized area for inspection, which may be conducted without prior notice. If an entry person is found to be in noncompliance the authorized area may be subject to reinspection. An entry person may be charged for actual expenses of any inspection.
5. **Public Access:** The construction, operation, use, and maintenance of the authorized area shall not interfere with public use of roads, trails, waters, landing areas, and public access easements. The ability to use or access state land or public waters may not be restricted in any manner. However, if a specific activity poses a safety concern, the AO may allow the restriction of public access for a specific period of time. Other than what is necessary for safety purposes public access may not be restricted without prior approval of the AO. Entry persons are required to contact the AO in advance for approval.
6. **Public Trust Doctrine:** The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This authorization is subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The AO reserves the right to grant other interests consistent with the Public Trust Doctrine.
7. **Alaska Historic Preservation Act:** The Alaska Historic Preservation Act, AS 41.35.200, prohibits the appropriation, excavation, removal, injury, or destruction of any state owned historic, prehistoric, archaeological or paleontological site without written approval from the DNR Commissioner. Should any sites be discovered, entry persons shall cease any activities that may cause damage and immediately contact the AO and the Office of History and Archaeology in the Division of Parks and Recreation.
8. **Compliance with Government Requirements:** Entry persons shall, at their own expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this authorization. Entry persons shall ensure compliance by any employees, agents, contractors, subcontractors, licensees, or invitees.

9. **Incurred Expenses:** The Grantor shall in no way be held liable for expenses incurred by entry persons connected with the activities directly or indirectly related to this authorization.
10. **Waiver of Forbearance:** Any failure on the part of the AO to enforce the terms of this authorization, or the waiver of any right under this authorization by entry persons, unless in writing, shall not discharge or invalidate the authorization of such terms. No forbearance or written waiver affects the right of the AO to enforce any terms in the event of any subsequent violations of terms of this authorization.
11. **Severability Clause:** If any clause or provision of this authorization is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the Grantor agrees that the remainder of this authorization will not be affected, and in lieu of each clause or provision of this authorization that is illegal, invalid, or unenforceable, there will be added as a part of this authorization a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.
12. **Concurrent Use:** The DMLW reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land under this authorization. Authorized concurrent users of State land, their agents, employees, contractors, subcontractors, and licensees shall not interfere with the operation or maintenance activities of each user.

The DMLW may require authorized concurrent users of State land to enter into an equitable agreement regarding concurrent use.

13. **Assignment:** This authorization may not be transferred or assigned without the prior written consent of the AO.
14. **Violations:** This authorization may be revoked upon violation of any of its terms, conditions, stipulations, nonpayment of fees, or upon failure to comply with any other applicable laws, statutes and regulations. A revocation may not become effective until 60 days after an entry person has been notified in writing of the violation during which time the entry person has an opportunity to cure any such violation.

No public access easement may be terminated without the prior written approval of DMLW.

15. **Fuel and Hazardous Substances:** No fuel or hazardous substances may be stored within the easement. The use of hazardous substances by entry persons must be done in accordance with existing federal, state and local laws, regulations and ordinances.
16. **Notification of Discharge:** Entry persons shall immediately notify the Department of Environmental Conservation (DEC) and AO of any unauthorized discharge of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater

than 55 gallons on land. All fires and explosions must also be reported immediately.

If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, the entry person shall report the discharge within 48 hours. Any discharge of oil greater than one gallon up to 10 gallons, including a cumulative discharge, solely to land, must be reported in writing on a monthly basis.

Notification of discharge during normal business hours must be made to the nearest DEC Area Response Team: Anchorage (907) 269-7500, fax (907) 269-7687; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-5245. For discharges in state off shore waters call (907) 269-0667. The DEC oil spill report number outside normal business hours is (800) 478-9300.

Notification of discharge must be made to the appropriate DNR Office, preferably by e-mail: Anchorage email [dnr.scro.spill@alaska.gov](mailto:dnr.scro.spill@alaska.gov), (907) 269-8503; Fairbanks email [dnr.nro.spill@alaska.gov](mailto:dnr.nro.spill@alaska.gov), (907) 451-2739; Juneau email [sero@alaska.gov](mailto:sero@alaska.gov), (907) 465-3400. Incident reports shall be submitted to DEC and the AO.

17. **Request for Information:** The AO, at any time, may require entry persons to provide any information directly or indirectly related to this authorization, in a manner prescribed by the AO.
18. **Motorized Access Restrictions.** Motorized uses are limited to December 1 through April 15 of each year, unless otherwise approved by the AO. This easement encompasses what is presently a local mushing trail and travels across very poor-quality lands incapable of supporting motorized use during non-winter conditions. This restriction may be modified or lifted in the future if developed sufficiently to allow for usage without causing or contributing to rutting, thermokarsting, or disturbance of soil stability or drainage systems.
19. **Ground Disturbance and Repair:** Holes, trenches and surface depressions resulting from development or maintenance activities will be refilled with sand, gravel, native materials, or a substitute approved by the AO. Surface areas will be recontoured to the satisfaction of the AO so that they do not pose a threat to human safety or wildlife transit.
20. **Waste Disposal:** On-site refuse disposal is prohibited, unless specifically authorized. All waste generated during operation, maintenance, and termination activities under this authorization shall be removed and disposed of at an off-site DEC approved disposal facility. Waste, in this paragraph, means all discarded matter, including but not limited to human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and discarded equipment.
21. **Destruction of Markers:** Entry persons shall protect all survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner

posts against damage, destruction, or obliteration. Entry persons shall notify the AO of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the entry person's expense in accordance with accepted survey practices of the DMLW.

22. **Easement Improvements and Maintenance.** Any maintenance, construction, or improvements within this easement that exceed the Generally Allowed Uses of State Land (11 AAC 96.020) may require additional approval from the Division of Mining, Land & Water. The State assumes no responsibility for maintenance of the easement or improvements constructed on state land or liability for injuries or damages attributable to that construction.
23. **Site Maintenance:** The authorized area shall be maintained in a neat, clean, and safe condition, free of any solid waste, debris, or litter, except as specifically authorized herein. Nothing may be stored that would be an attractive nuisance to wildlife or create a potentially hazardous situation.
24. **Maintenance of Improvements:** The Grantor is not responsible for maintenance of authorized improvements or liable for injuries or damages related to those improvements. No action or inaction of the Grantor is to be construed as assumption of responsibility.
25. **Stop Work Orders:** Stop Work Orders may be issued if there is a deviation from design criteria, project specifications, stipulations, state statutes, or state regulations and that deviation is causing or is likely to cause significant damage to state resources. Under a Stop Work Order, work at the area subject to the Stop Work Order may not resume until the deviation is cured and corrective action is taken. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by the AO. The AO has the right but not the obligation, to undertake corrective action at the expense of the entry person by moving against the performance bond when such action is necessitated by neglect or inaction on the part of the entry person to take corrective action.
26. **Existing Easements:** In the event that this easement shall in any manner conflict with or overlap a previously granted easement or right-of-way, entry persons shall use this easement in a manner that will not interfere with the peaceful use and enjoyment of the previously issued easement or right-of-way. The Grantor reserves the right to set or modify stipulations governing the use of the conflicting or overlapping area.
27. **Directives:** Directives may be issued for corrective actions that are required to correct a deviation from design criteria, project specifications, stipulations, State statutes or regulations. Work at the area subject to the Directive may continue while implementing the corrective action. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.

- 28. Fire Prevention, Protection and Liability:** Entry persons shall take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires, and shall assume full liability for any damage to state land and structures resulting from the negligent use of fire. The State is not liable for damage to entry person's personal property and is not responsible for forest fire protection of the entry person's activity. To report a wildfire, call 911 or 1-800-237-3633.

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## Attachment C

STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER

ADL 421306  
Public Access Easement

This easement is granted this \_\_\_\_ day of \_\_\_\_, 20 \_\_\_\_ by the State of Alaska, acting by and through the Department of Natural Resources, Division of Mining, Land and Water, whose address is 3700 Airport Way, Fairbanks, AK 99709, hereinafter referred to as the Grantor.

In accordance with the provisions of AS 38.05.850, and the rules and regulations promulgated thereunder, a public access easement is hereby granted in perpetuity and located near milepost 123.5 of the Elliot Highway. This easement is located in the Silverbow Remote Recreation Cabin Site Area, over and across the following described state lands:

Within Sections 15, 22, 27, 28, 33, and 34 of Township 4 North, Range 12 West, Fairbanks Meridian; and Section 3 of Township 3 North, Range 12 West, Fairbanks Meridian. This easement is approximately 5 miles long, 60 feet wide, containing 40 acres, more or less. The easement is depicted on a diagram, included as "Attachment A" to this document.

This easement is subject to the terms and conditions contained herein.

The entry persons who may exercise the rights and privileges granted by this document shall comply with all regulations now in effect or as hereafter established by the Division of Mining, Land & Water, all other federal, state or local laws, regulations or ordinances applicable to the area herein granted.

In the event that the easement granted shall in any manner conflict with or overlap a previously granted easement the Grantor recognizes that the easement granted herein shall be used in such a manner as not to interfere with the peaceful use and enjoyment of the previously issued easement or right-of-way. The Grantor reserves the right to set or modify stipulations governing the use of the conflicting or overlapping area.

Any lands included in this easement that are conveyed from state ownership shall be subject to this easement.

This easement shall terminate at the end of the stated term, if any, when the Grantor determines that the easement is no longer in use for the purpose(s) authorized, or the easement is revoked as a result of violation of the terms and conditions contained herein. The State of Alaska shall be forever wholly absolved from any liability for damages that might result if this easement is terminated for any reason.

Now therefore, in accordance with the provisions of AS 38.05.850 and the rules and regulations promulgated thereunder and in accordance with the conditions heretofore set forth or attached hereto and made a part hereof, the Grantor hereby reserves the subject land for the public purposes(s) stated herein, provided that nothing in this grant obligates the Grantor to actually construct, operate or maintain said easement. It is the Grantor's intent that said easement be a public easement to be constructed, operated and maintained by the public acting through whatever means or agency may be available and authorized. In witness whereof, the Grantor has affixed their signature on the date(s) specified herein.

DRAFT

**GRANTOR**

\_\_\_\_\_  
Jeanne Proulx, Natural Resource Manager III  
Northern Regional Land Office, Division of Mining, Land and Water

STATE OF ALASKA            )  
  ) ss  
\_\_\_\_ Judicial District        )

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to be known and known by me to be the person named in and who executed said document and acknowledged voluntarily signing the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My commission expires with office

**OFFICIAL STATE BUSINESS, NO CHARGE**

**WHEN RECORDED, RETURN DOCUMENT TO:**

Department of Natural Resources  
Division of Mining, Land and Water  
3700 Airport Way  
Fairbanks, Alaska  
99709

## Stipulations

1. **Authorized Officer:** The Authorized Officer (AO) for the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is the Regional Manager or designee.
2. **Valid Existing Rights:** This authorization is subject to all valid existing rights and reservations in and to the authorized area. The State makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.
3. **Preference Right:** No preference right for subsequent authorizations is granted or implied by this authorization.
4. **Inspections:** The AO shall have reasonable access to the authorized area for inspection, which may be conducted without prior notice. If an entry person is found to be in noncompliance the authorized area may be subject to reinspection. An entry person may be charged for actual expenses of any inspection.
5. **Public Access:** The construction, operation, use, and maintenance of the authorized area shall not interfere with public use of roads, trails, waters, landing areas, and public access easements. The ability to use or access state land or public waters may not be restricted in any manner. However, if a specific activity poses a safety concern, the AO may allow the restriction of public access for a specific period of time. Other than what is necessary for safety purposes public access may not be restricted without prior approval of the AO. Entry persons are required to contact the AO in advance for approval.
6. **Public Trust Doctrine:** The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This authorization is subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The AO reserves the right to grant other interests consistent with the Public Trust Doctrine.
7. **Alaska Historic Preservation Act:** The Alaska Historic Preservation Act, AS 41.35.200, prohibits the appropriation, excavation, removal, injury, or destruction of any state owned historic, prehistoric, archaeological or paleontological site without written approval from the DNR Commissioner. Should any sites be discovered, entry persons shall cease any activities that may cause damage and immediately contact the AO and the Office of History and Archaeology in the Division of Parks and Recreation.
8. **Compliance with Government Requirements:** Entry persons shall, at their own expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this authorization. Entry persons shall ensure compliance by any employees, agents, contractors, subcontractors, licensees, or invitees.

9. **Incurred Expenses:** The Grantor shall in no way be held liable for expenses incurred by entry persons connected with the activities directly or indirectly related to this authorization.
10. **Waiver of Forbearance:** Any failure on the part of the AO to enforce the terms of this authorization, or the waiver of any right under this authorization by entry persons, unless in writing, shall not discharge or invalidate the authorization of such terms. No forbearance or written waiver affects the right of the AO to enforce any terms in the event of any subsequent violations of terms of this authorization.
11. **Severability Clause:** If any clause or provision of this authorization is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the Grantor agrees that the remainder of this authorization will not be affected, and in lieu of each clause or provision of this authorization that is illegal, invalid, or unenforceable, there will be added as a part of this authorization a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.
12. **Concurrent Use:** The DMLW reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land under this authorization. Authorized concurrent users of State land, their agents, employees, contractors, subcontractors, and licensees shall not interfere with the operation or maintenance activities of each user.

The DMLW may require authorized concurrent users of State land to enter into an equitable agreement regarding concurrent use.

13. **Assignment:** This authorization may not be transferred or assigned without the prior written consent of the AO.
14. **Violations:** This authorization may be revoked upon violation of any of its terms, conditions, stipulations, nonpayment of fees, or upon failure to comply with any other applicable laws, statutes and regulations. A revocation may not become effective until 60 days after an entry person has been notified in writing of the violation during which time the entry person has an opportunity to cure any such violation.

No public access easement may be terminated without the prior written approval of DMLW.

15. **Fuel and Hazardous Substances:** No fuel or hazardous substances may be stored within the easement. The use of hazardous substances by entry persons must be done in accordance with existing federal, state and local laws, regulations and ordinances.
16. **Notification of Discharge:** Entry persons shall immediately notify the Department of Environmental Conservation (DEC) and AO of any unauthorized discharge of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater

than 55 gallons on land. All fires and explosions must also be reported immediately.

If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, the entry person shall report the discharge within 48 hours. Any discharge of oil greater than one gallon up to 10 gallons, including a cumulative discharge, solely to land, must be reported in writing on a monthly basis.

Notification of discharge during normal business hours must be made to the nearest DEC Area Response Team: Anchorage (907) 269-7500, fax (907) 269-7687; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-5245. For discharges in state off shore waters call (907) 269-0667. The DEC oil spill report number outside normal business hours is (800) 478-9300.

Notification of discharge must be made to the appropriate DNR Office, preferably by e-mail: Anchorage email [dnr.scro.spill@alaska.gov](mailto:dnr.scro.spill@alaska.gov), (907) 269-8503; Fairbanks email [dnr.nro.spill@alaska.gov](mailto:dnr.nro.spill@alaska.gov), (907) 451-2739; Juneau email [sero@alaska.gov](mailto:sero@alaska.gov), (907) 465-3400. Incident reports shall be submitted to DEC and the AO.

17. **Request for Information:** The AO, at any time, may require entry persons to provide any information directly or indirectly related to this authorization, in a manner prescribed by the AO.
18. **Site Disturbance:** Site disturbance shall be kept to a minimum to protect local habitats. All activities at the site shall be conducted in a manner that will minimize the disturbance of soil and vegetation and changes in the character of natural drainage systems. Establishment of, or improvements to, tidal, submerged, shoreland or riparian landing areas (e.g.: leveling the ground, bank cutting or removing or modifying a substantial amount of vegetation) is prohibited without the prior written consent of the AO. Entry persons shall conduct all operations in a manner which will prevent unwarranted pollution, erosion, and siltation. Any pollution, erosion, or siltation shall be repaired/remediated in a manner and time frame satisfactory to the AO at the entry person's expense. Brush clearing is allowed, but should be kept to the minimum necessary. Removal or destruction of the vegetative mat is not authorized under this authorization.
19. **Ground Disturbance and Repair:** Holes, trenches and surface depressions resulting from development or maintenance activities will be refilled with sand, gravel, native materials, or a substitute approved by the AO. Surface areas will be recontoured to the satisfaction of the AO so that they do not pose a threat to human safety or wildlife transit.
20. **Waste Disposal:** On-site refuse disposal is prohibited, unless specifically authorized. All waste generated during operation, maintenance, and termination activities under this authorization shall be removed and disposed of at an off-site DEC approved disposal facility. Waste, in this paragraph, means all discarded matter, including but not limited to

human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and discarded equipment.

21. **Destruction of Markers:** Entry persons shall protect all survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner posts against damage, destruction, or obliteration. Entry persons shall notify the AO of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the entry person's expense in accordance with accepted survey practices of the DMLW.
22. **Easement Improvements and Maintenance.** Any maintenance, construction, or improvements within this easement that exceed the Generally Allowed Uses of State Land (11 AAC 96.020) may require additional approval from the Division of Mining, Land & Water. The State assumes no responsibility for maintenance of the easement or improvements constructed on state land or liability for injuries or damages attributable to that construction.
23. **Site Maintenance:** The authorized area shall be maintained in a neat, clean, and safe condition, free of any solid waste, debris, or litter, except as specifically authorized herein. Nothing may be stored that would be an attractive nuisance to wildlife or create a potentially hazardous situation.
24. **Maintenance of Improvements:** The Grantor is not responsible for maintenance of authorized improvements or liable for injuries or damages related to those improvements. No action or inaction of the Grantor is to be construed as assumption of responsibility.
25. **Stop Work Orders:** Stop Work Orders may be issued if there is a deviation from design criteria, project specifications, stipulations, state statutes, or state regulations and that deviation is causing or is likely to cause significant damage to state resources. Under a Stop Work Order, work at the area subject to the Stop Work Order may not resume until the deviation is cured and corrective action is taken. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by the AO. The AO has the right but not the obligation, to undertake corrective action at the expense of the entry person by moving against the performance bond when such action is necessitated by neglect or inaction on the part of the entry person to take corrective action.
26. **Existing Easements:** In the event that this easement shall in any manner conflict with or overlap a previously granted easement or right-of-way, entry persons shall use this easement in a manner that will not interfere with the peaceful use and enjoyment of the previously issued easement or right-of-way. The Grantor reserves the right to set or modify stipulations governing the use of the conflicting or overlapping area.
27. **Directives:** Directives may be issued for corrective actions that are required to correct a deviation from design criteria, project specifications, stipulations, State statutes or regulations. Work at the area subject to the Directive may continue while implementing

the corrective action. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.

28. **Fire Prevention, Protection and Liability:** Entry persons shall take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires, and shall assume full liability for any damage to state land and structures resulting from the negligent use of fire. The State is not liable for damage to entry person's personal property and is not responsible for forest fire protection of the entry person's activity. To report a wildfire, call 911 or 1-800-237-3633.

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## Attachment D

STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER

ADL 421307  
Public Access Easement

This easement is granted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the State of Alaska, acting by and through the Department of Natural Resources, Division of Mining, Land and Water, whose address is 3700 Airport Way, Fairbanks, AK 99709, hereinafter referred to as the Grantor.

In accordance with the provisions of AS 38.05.850, and the rules and regulations promulgated thereunder, a public access easement is hereby granted in perpetuity and located near milepost 121 of the Elliot Highway. This easement is located in the Silverbow Remote Recreation Cabin Site Area, over and across the following described state lands:

Within Section 13 of Township 4 North, Range 12 West, Fairbanks Meridian. This easement is approximately 3400 feet long, 60 feet wide, containing 5 acres, more or less. The easement is depicted on a diagram, included as "Attachment A" to this document.

This easement is subject to the terms and conditions contained herein.

The entry persons who may exercise the rights and privileges granted by this document shall comply with all regulations now in effect or as hereafter established by the Division of Mining, Land & Water, all other federal, state or local laws, regulations or ordinances applicable to the area herein granted.

In the event that the easement granted shall in any manner conflict with or overlap a previously granted easement the Grantor recognizes that the easement granted herein shall be used in such a manner as not to interfere with the peaceful use and enjoyment of the previously issued easement or right-of-way. The Grantor reserves the right to set or modify stipulations governing the use of the conflicting or overlapping area.

Any lands included in this easement that are conveyed from state ownership shall be subject to this easement.

This easement shall terminate at the end of the stated term, if any, when the Grantor determines that the easement is no longer in use for the purpose(s) authorized, or the easement is revoked as a result of violation of the terms and conditions contained herein. The State of Alaska shall be forever wholly absolved from any liability for damages that might result if this easement is terminated for any reason.

Now therefore, in accordance with the provisions of AS 38.05.850 and the rules and regulations promulgated thereunder and in accordance with the conditions heretofore set forth or attached hereto and made a part hereof, the Grantor hereby reserves the subject land for the public

purposes(s) stated herein, provided that nothing in this grant obligates the Grantor to actually construct, operate or maintain said easement. It is the Grantor's intent that said easement be a public easement to be constructed, operated and maintained by the public acting through whatever means or agency may be available and authorized. In witness whereof, the Grantor has affixed their signature on the date(s) specified herein.

DRAFT

**GRANTOR**

\_\_\_\_\_  
Jeanne Proulx, Natural Resource Manager III  
Northern Regional Land Office, Division of Mining, Land and Water

STATE OF ALASKA            )  
  ) ss  
\_\_\_\_ Judicial District        )

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to be known and known by me to be the person named in and who executed said document and acknowledged voluntarily signing the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My commission expires with office

OFFICIAL STATE BUSINESS, NO CHARGE

WHEN RECORDED, RETURN DOCUMENT TO:

Department of Natural Resources  
Division of Mining, Land and Water  
3700 Airport Way  
Fairbanks, Alaska  
99709

## Stipulations

1. **Authorized Officer:** The Authorized Officer (AO) for the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is the Regional Manager or designee.
2. **Valid Existing Rights:** This authorization is subject to all valid existing rights and reservations in and to the authorized area. The State makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.
3. **Preference Right:** No preference right for subsequent authorizations is granted or implied by this authorization.
4. **Inspections:** The AO shall have reasonable access to the authorized area for inspection, which may be conducted without prior notice. If an entry person is found to be in noncompliance the authorized area may be subject to reinspection. An entry person may be charged for actual expenses of any inspection.
5. **Public Access:** The construction, operation, use, and maintenance of the authorized area shall not interfere with public use of roads, trails, waters, landing areas, and public access easements. The ability to use or access state land or public waters may not be restricted in any manner. However, if a specific activity poses a safety concern, the AO may allow the restriction of public access for a specific period of time. Other than what is necessary for safety purposes public access may not be restricted without prior approval of the AO. Entry persons are required to contact the AO in advance for approval.
6. **Public Trust Doctrine:** The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This authorization is subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The AO reserves the right to grant other interests consistent with the Public Trust Doctrine.
7. **Alaska Historic Preservation Act:** The Alaska Historic Preservation Act, AS 41.35.200, prohibits the appropriation, excavation, removal, injury, or destruction of any state owned historic, prehistoric, archaeological or paleontological site without written approval from the DNR Commissioner. Should any sites be discovered, entry persons shall cease any activities that may cause damage and immediately contact the AO and the Office of History and Archaeology in the Division of Parks and Recreation.
8. **Compliance with Government Requirements:** Entry persons shall, at their own expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this authorization. Entry persons shall ensure compliance by any employees, agents, contractors, subcontractors, licensees, or invitees.

9. **Incurred Expenses:** The Grantor shall in no way be held liable for expenses incurred by entry persons connected with the activities directly or indirectly related to this authorization.
10. **Waiver of Forbearance:** Any failure on the part of the AO to enforce the terms of this authorization, or the waiver of any right under this authorization by entry persons, unless in writing, shall not discharge or invalidate the authorization of such terms. No forbearance or written waiver affects the right of the AO to enforce any terms in the event of any subsequent violations of terms of this authorization.
11. **Severability Clause:** If any clause or provision of this authorization is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the Grantor agrees that the remainder of this authorization will not be affected, and in lieu of each clause or provision of this authorization that is illegal, invalid, or unenforceable, there will be added as a part of this authorization a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.
12. **Concurrent Use:** The DMLW reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land under this authorization. Authorized concurrent users of State land, their agents, employees, contractors, subcontractors, and licensees shall not interfere with the operation or maintenance activities of each user.  
  
The DMLW may require authorized concurrent users of State land to enter into an equitable agreement regarding concurrent use.
13. **Assignment:** This authorization may not be transferred or assigned without the prior written consent of the AO.
14. **Violations:** This authorization may be revoked upon violation of any of its terms, conditions, stipulations, nonpayment of fees, or upon failure to comply with any other applicable laws, statutes and regulations. A revocation may not become effective until 60 days after an entry person has been notified in writing of the violation during which time the entry person has an opportunity to cure any such violation.  
  
No public access easement may be terminated without the prior written approval of DMLW.
15. **Fuel and Hazardous Substances:** No fuel or hazardous substances may be stored within the easement. The use of hazardous substances by entry persons must be done in accordance with existing federal, state and local laws, regulations and ordinances.
16. **Notification of Discharge:** Entry persons shall immediately notify the Department of Environmental Conservation (DEC) and AO of any unauthorized discharge of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater

than 55 gallons on land. All fires and explosions must also be reported immediately.

If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, the entry person shall report the discharge within 48 hours. Any discharge of oil greater than one gallon up to 10 gallons, including a cumulative discharge, solely to land, must be reported in writing on a monthly basis.

Notification of discharge during normal business hours must be made to the nearest DEC Area Response Team: Anchorage (907) 269-7500, fax (907) 269-7687; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-5245. For discharges in state off shore waters call (907) 269-0667. The DEC oil spill report number outside normal business hours is (800) 478-9300.

Notification of discharge must be made to the appropriate DNR Office, preferably by e-mail: Anchorage email [dnr.scro.spill@alaska.gov](mailto:dnr.scro.spill@alaska.gov), (907) 269-8503; Fairbanks email [dnr.nro.spill@alaska.gov](mailto:dnr.nro.spill@alaska.gov), (907) 451-2739; Juneau email [sero@alaska.gov](mailto:sero@alaska.gov), (907) 465-3400. Incident reports shall be submitted to DEC and the AO.

17. **Request for Information:** The AO, at any time, may require entry persons to provide any information directly or indirectly related to this authorization, in a manner prescribed by the AO.
18. **Site Disturbance:** Site disturbance shall be kept to a minimum to protect local habitats. All activities at the site shall be conducted in a manner that will minimize the disturbance of soil and vegetation and changes in the character of natural drainage systems. Establishment of, or improvements to, tidal, submerged, shoreland or riparian landing areas (e.g.: leveling the ground, bank cutting or removing or modifying a substantial amount of vegetation) is prohibited without the prior written consent of the AO. Entry persons shall conduct all operations in a manner which will prevent unwarranted pollution, erosion, and siltation. Any pollution, erosion, or siltation shall be repaired/remediated in a manner and time frame satisfactory to the AO at the entry person's expense. Brush clearing is allowed, but should be kept to the minimum necessary. Removal or destruction of the vegetative mat is not authorized under this authorization.
19. **Ground Disturbance and Repair:** Holes, trenches and surface depressions resulting from development or maintenance activities will be refilled with sand, gravel, native materials, or a substitute approved by the AO. Surface areas will be recontoured to the satisfaction of the AO so that they do not pose a threat to human safety or wildlife transit.
20. **Waste Disposal:** On-site refuse disposal is prohibited, unless specifically authorized. All waste generated during operation, maintenance, and termination activities under this authorization shall be removed and disposed of at an off-site DEC approved disposal facility. Waste, in this paragraph, means all discarded matter, including but not limited to

human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and discarded equipment.

21. **Destruction of Markers:** Entry persons shall protect all survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner posts against damage, destruction, or obliteration. Entry persons shall notify the AO of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the entry person's expense in accordance with accepted survey practices of the DMLW.
22. **Easement Improvements and Maintenance.** Any maintenance, construction, or improvements within this easement that exceed the Generally Allowed Uses of State Land (11 AAC 96.020) may require additional approval from the Division of Mining, Land & Water. The State assumes no responsibility for maintenance of the easement or improvements constructed on state land or liability for injuries or damages attributable to that construction.
23. **Site Maintenance:** The authorized area shall be maintained in a neat, clean, and safe condition, free of any solid waste, debris, or litter, except as specifically authorized herein. Nothing may be stored that would be an attractive nuisance to wildlife or create a potentially hazardous situation.
24. **Maintenance of Improvements:** The Grantor is not responsible for maintenance of authorized improvements or liable for injuries or damages related to those improvements. No action or inaction of the Grantor is to be construed as assumption of responsibility.
25. **Stop Work Orders:** Stop Work Orders may be issued if there is a deviation from design criteria, project specifications, stipulations, state statutes, or state regulations and that deviation is causing or is likely to cause significant damage to state resources. Under a Stop Work Order, work at the area subject to the Stop Work Order may not resume until the deviation is cured and corrective action is taken. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by the AO. The AO has the right but not the obligation, to undertake corrective action at the expense of the entry person by moving against the performance bond when such action is necessitated by neglect or inaction on the part of the entry person to take corrective action.
26. **Existing Easements:** In the event that this easement shall in any manner conflict with or overlap a previously granted easement or right-of-way, entry persons shall use this easement in a manner that will not interfere with the peaceful use and enjoyment of the previously issued easement or right-of-way. The Grantor reserves the right to set or modify stipulations governing the use of the conflicting or overlapping area.
27. **Directives:** Directives may be issued for corrective actions that are required to correct a deviation from design criteria, project specifications, stipulations, State statutes or regulations. Work at the area subject to the Directive may continue while implementing

the corrective action. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.

28. **Fire Prevention, Protection and Liability:** Entry persons shall take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires, and shall assume full liability for any damage to state land and structures resulting from the negligent use of fire. The State is not liable for damage to entry person's personal property and is not responsible for forest fire protection of the entry person's activity. To report a wildfire, call 911 or 1-800-237-3633.

DRAFT

## Attachment E

STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER

ADL XXXXXX  
Public Access Easement

This easement is granted this \_\_\_ day of \_\_\_, 20\_\_\_ by the State of Alaska, acting by and through the Department of Natural Resources, Division of Mining, Land and Water, whose address is 3700 Airport Way, Fairbanks, Alaska, 99709, hereinafter referred to as the Grantor.

In accordance with the provisions of AS 38.05.850, and the rules and regulations promulgated thereunder, a public access easement is hereby granted in perpetuity. This easement is located Silverbow Remote Recreation Cabin Site Area, over and across the following described state lands:

Within Section XX of Township XX North, Range XX West, Fairbanks Meridian. This easement is XX feet long, 60 feet wide, containing XX acres, more or less. The easement is as shown on EPF XXXXX, recorded concurrently as Plat # 20-\_\_\_, Fairbanks Recording District, revealing the easement location granted herein.

This easement is subject to the terms and conditions contained herein.

The entry persons who may exercise the rights and privileges granted by this document shall comply with all regulations now in effect or as hereafter established by the Division of Mining, Land & Water, all other federal, state or local laws, regulations or ordinances applicable to the area herein granted.

In the event that the easement granted shall in any manner conflict with or overlap a previously granted easement the Grantor recognizes that the easement granted herein shall be used in such a manner as not to interfere with the peaceful use and enjoyment of the previously issued easement or right-of-way. The Grantor reserves the right to set or modify stipulations governing the use of the conflicting or overlapping area.

Any lands included in this easement that are conveyed from state ownership shall be subject to this easement.

This easement shall terminate at the end of the stated term, if any, when the Grantor determines that the easement is no longer in use for the purpose(s) authorized, or the easement is revoked as a result of violation of the terms and conditions contained herein. The State of Alaska shall be forever wholly absolved from any liability for damages that might result if this easement is terminated for any reason.

Now therefore, in accordance with the provisions of AS 38.05.850 and the rules and regulations promulgated thereunder and in accordance with the conditions heretofore set forth or attached

hereto and made a part hereof, the Grantor hereby reserves the subject land for the public purposes(s) stated herein, provided that nothing in this grant obligates the Grantor to construct, operate or maintain said easement. It is the Grantor's intent that said easement be a public easement to be constructed, operated and maintained by the public acting through whatever means or agency may be available and authorized. In witness whereof, the Grantor has affixed their signature on the date(s) specified herein.

EXAMPLE

**GRANTOR**

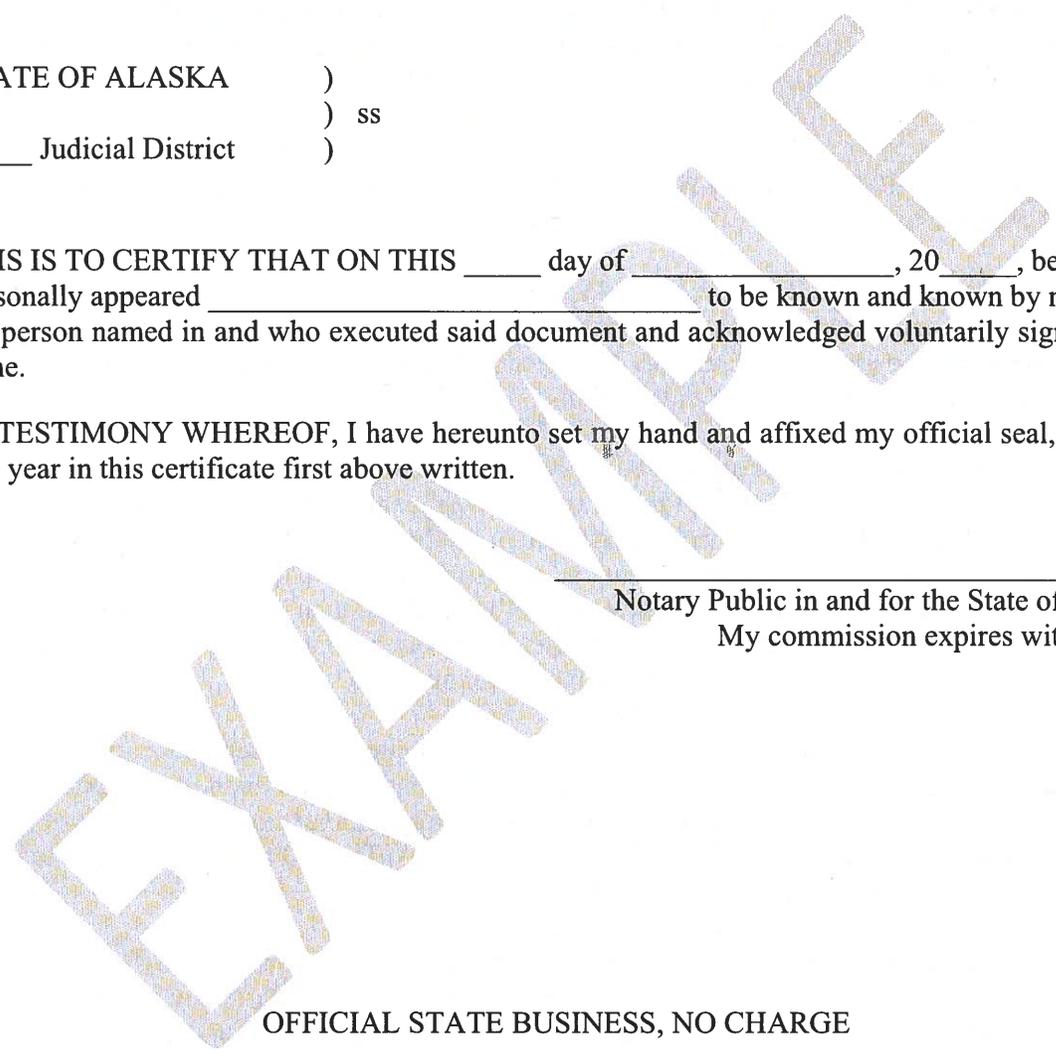
\_\_\_\_\_  
Jeanne Proulx, Natural Resource Manager III  
Northern Regional Land Office, Division of Mining, Land and Water

STATE OF ALASKA            )  
  ) ss  
\_\_\_\_ Judicial District        )

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to be known and known by me to be the person named in and who executed said document and acknowledged voluntarily signing the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My commission expires with office



OFFICIAL STATE BUSINESS, NO CHARGE

WHEN RECORDED, RETURN DOCUMENT TO:  
Department of Natural Resources  
Division of Mining, Land and Water  
3700 Airport Way  
Fairbanks, Alaska  
99709

## Stipulations

1. **Authorized Officer:** The Authorized Officer (AO) for the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is the Regional Manager or designee.
2. **Valid Existing Rights:** This authorization is subject to all valid existing rights and reservations in and to the authorized area. The State makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.
3. **Preference Right:** No preference right for subsequent authorizations is granted or implied by this authorization.
4. **Inspections:** The AO shall have reasonable access to the authorized area for inspection, which may be conducted without prior notice. If an entry person is found to be in noncompliance the authorized area may be subject to reinspection. An entry person may be charged for actual expenses of any inspection.
5. **Public Access:** The construction, operation, use, and maintenance of the authorized area shall not interfere with public use of roads, trails, waters, landing areas, and public access easements. The ability to use or access state land or public waters may not be restricted in any manner. However, if a specific activity poses a safety concern, the AO may allow the restriction of public access for a specific period of time. Other than what is necessary for safety purposes public access may not be restricted without prior approval of the AO. Entry persons are required to contact the AO in advance for approval.
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indirectly related to this authorization. Entry persons shall ensure compliance by any employees, agents, contractors, subcontractors, licensees, or invitees.

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10. **Waiver of Forbearance:** Any failure on the part of the AO to enforce the terms of this authorization, or the waiver of any right under this authorization by entry persons, unless in writing, shall not discharge or invalidate the authorization of such terms. No forbearance or written waiver affects the right of the AO to enforce any terms in the event of any subsequent violations of terms of this authorization.
11. **Severability Clause:** If any clause or provision of this authorization is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the Grantor agrees that the remainder of this authorization will not be affected, and in lieu of each clause or provision of this authorization that is illegal, invalid, or unenforceable, there will be added as a part of this authorization a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.
12. **Concurrent Use:** The DMLW reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land under this authorization. Authorized concurrent users of State land, their agents, employees, contractors, subcontractors, and licensees shall not interfere with the operation or maintenance activities of each user.

The DMLW may require authorized concurrent users of State land to enter into an equitable agreement regarding concurrent use.

13. **Assignment:** This authorization may not be transferred or assigned without the prior written consent of the AO.
14. **Violations:** This authorization may be revoked upon violation of any of its terms, conditions, stipulations, nonpayment of fees, or upon failure to comply with any other applicable laws, statutes and regulations. A revocation may not become effective until 60 days after an entry person has been notified in writing of the violation during which time the entry person has an opportunity to cure any such violation.

No public access easement may be terminated without the prior written approval of DMLW.

15. **Fuel and Hazardous Substances:** No fuel or hazardous substances may be stored within the easement. The use of hazardous substances by entry persons must be done in accordance with existing federal, state and local laws, regulations and ordinances. During equipment maintenance operations, the site shall be protected from leaking or dripping hazardous substances or fuel. Authorized maintenance is limited to the minimal maintenance

necessary for an entry person to remove the vehicle from the easement to another authorized location.

- 16. Notification of Discharge:** Entry persons shall immediately notify the Department of Environmental Conservation (DEC) and AO of any unauthorized discharge of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported immediately.

If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, the entry person shall report the discharge within 48 hours. Any discharge of oil greater than one gallon up to 10 gallons, including a cumulative discharge, solely to land, must be reported in writing on a monthly basis.

Notification of discharge during normal business hours must be made to the nearest DEC Area Response Team: Anchorage (907) 269-7500, fax (907) 269-7687; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-5245. For discharges in state off shore waters call (907) 269-0667. The DEC oil spill report number outside normal business hours is (800) 478-9300.

Notification of discharge must be made to the appropriate DNR Office, preferably by e-mail: Anchorage email [dnr.scro.spill@alaska.gov](mailto:dnr.scro.spill@alaska.gov), (907) 269-8503; Fairbanks email [dnr.nro.spill@alaska.gov](mailto:dnr.nro.spill@alaska.gov), (907) 451-2739; Juneau email [sero@alaska.gov](mailto:sero@alaska.gov), (907) 465-3400. Incident reports shall be submitted to DEC and the AO.

- 17. Returned Check Penalty:** A returned check penalty of \$50.00 will be charged for any check on which the bank refuses payment. Late payment penalties shall continue to accrue.
- 18. Late Payment Penalty Charges:** The Grantee shall pay a fee for any late payment. The amount is the greater of either \$50.00 or interest accrued daily at the rate of 10.5% per annum and will be assessed on each past-due payment until paid in full.
- 19. Fees:** The Grantee shall pay a one time land use fee totaling \$XX. This fee is subject to adjustment based on changes in DNR's fee regulations.
- 20. Request for Information:** The AO, at any time, may require entry persons to provide any information directly or indirectly related to this authorization, in a manner prescribed by the AO.
- 21. Ground Disturbance and Repair:** Holes, trenches and surface depressions resulting from development or maintenance activities will be refilled with sand, gravel, native materials, or a substitute approved by the AO. Surface areas will be recontoured to the satisfaction of the AO so that they do not pose a threat to human safety or wildlife transit.

- 22. Waste Disposal:** On-site refuse disposal is prohibited, unless specifically authorized. All waste generated during operation, maintenance, and termination activities under this authorization shall be removed and disposed of at an off-site DEC approved disposal facility. Waste, in this paragraph, means all discarded matter, including but not limited to human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and discarded equipment.
- 23. Destruction of Markers:** Entry persons shall protect all survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner posts against damage, destruction, or obliteration. Entry persons shall notify the AO of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the entry person's expense in accordance with accepted survey practices of the DMLW.
- 24. Easement Improvements and Maintenance.** Any maintenance, construction, or improvements within this easement that exceed the Generally Allowed Uses of State Land (11 AAC 96.020) may require additional approval from the Division of Mining, Land & Water. The State assumes no responsibility for maintenance of the easement or improvements constructed on state land or liability for injuries or damages attributable to that construction.
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- 26. Maintenance of Improvements:** The Grantor is not responsible for maintenance of authorized improvements or liable for injuries or damages related to those improvements. No action or inaction of the Grantor is to be construed as assumption of responsibility.
- 27. Stop Work Orders:** Stop Work Orders may be issued if there is a deviation from design criteria, project specifications, stipulations, state statutes, or state regulations and that deviation is causing or is likely to cause significant damage to state resources. Under a Stop Work Order, work at the area subject to the Stop Work Order may not resume until the deviation is cured and corrective action is taken. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by the AO. The AO has the right but not the obligation, to undertake corrective action at the expense of the entry person by moving against the performance bond when such action is necessitated by neglect or inaction on the part of the entry person to take corrective action.
- 28. Existing Easements:** In the event that this easement shall in any manner conflict with or overlap a previously granted easement or right-of-way, entry persons shall use this easement in a manner that will not interfere with the peaceful use and enjoyment of the previously

issued easement or right-of-way. The Grantor reserves the right to set or modify stipulations governing the use of the conflicting or overlapping area.

- 29. Directives:** Directives may be issued for corrective actions that are required to correct a deviation from design criteria, project specifications, stipulations, State statutes or regulations. Work at the area subject to the Directive may continue while implementing the corrective action. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.
- 30. Fire Prevention, Protection and Liability:** Entry persons shall take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires, and shall assume full liability for any damage to state land and structures resulting from the negligent use of fire. The State is not liable for damage to entry person's personal property and is not responsible for forest fire protection of the entry person's activity. To report a wildfire, call 911 or 1-800-237-3633.